

A. G. Contract No. KR892561TRD
ECS File: JPA-89-138
Project: F-044-1-508
Tracs #: 260 NA 353 H2366 01C
Section: Showlow-McNary-
Eagar Hwy (SR-260)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF PINETOP-LAKESIDE

THIS AGREEMENT is entered into 22 December, 1989,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF PINETOP-LAKESIDE, acting by and through its Town
Council, (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. It is to the mutual advantage of the State and the
Town to landscape certain areas within the right of way on
State Route 260 at the following location:

From centerline roadway station 168+36.0 to
centerline roadway station 174+66.0, a net
distance of approximately .12 miles.

NO. <u>14441</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>12-22-89</u>
<u>Jim Shumway</u> Secretary of State
By <u>R. W. Morrison</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare an Irrigation Plan for the irrigation project and submit them to the Town for approval.

2. After Town approval of the plans, the project will be constructed by the Town. The State will purchase the required irrigation system equipment. The Town shall reimburse the State 25% of the irrigation equipment cost, not to exceed 25% of the project cost estimate. The Town will be responsible for all costs associated with the installation of the irrigation system as per the plans.

3. The Town shall furnish necessary water services from water mains to the designated locations within the right of way at the Town's expense.

4. The Town shall furnish all water for irrigation construction, and all water hereafter necessary to properly maintain the landscape, all at Town expense.

5. After construction, the Town shall maintain the landscaping and irrigation system within the right of way.

6. The Town hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was installed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Traffic Control Manual for Highway Construction and Maintenance".

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This Agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Town of Pinetop-Lakeside
Town Manager
1360 N. Niels Hansen Lane, Box 10
Pinetop-Lakeside, AZ 85543

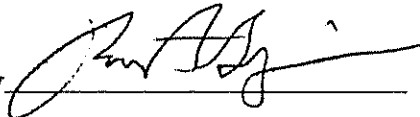
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

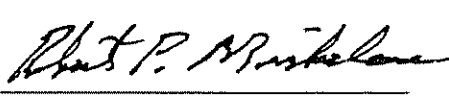
IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

TOWN OF PINETOP-LAKESIDE

STATE OF ARIZONA

Department of Transportation

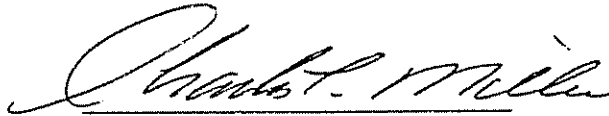
By 
Town Manager
Title

By 
ROBERT P. MICKELSON
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 5th day of October 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Pinetop-Lakeside for the purpose of defining responsibilities to construct improvements and provide landscape maintenance to SR 260 in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

A handwritten signature in cursive script, reading "Charles L. Miller", written in dark ink.

CHARLES L. MILLER, Director
Arizona Department of
Transportation

APPROVAL OF THE TOWN ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the TOWN OF PINETOP-LAKESIDE and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 16th day of November, 1989.


Town Attorney

TOWN OF PINETOP-LAKESIDE

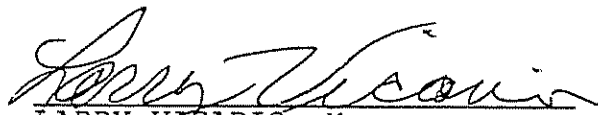
RESOLUTION NO. 207

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, A.G. CONTRACT NO. KR892561TRD, AND AUTHORIZING THE TOWN MANAGER TO SIGN SAID AGREEMENT.


WHEREAS, the Town Council has determined that it is in the best interests of the Town of Pinetop-Lakeside to enter into an agreement with the State of Arizona Department of Transportation, for the purpose of defining responsibilities to construct improvements and provide landscape maintenance to SR 260 in the Town.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, that they approve of the Intergovernmental Agreement, A.G. Contract No. KR892561TRD, with the State of Arizona Department of Transportation, for the purpose of defining responsibilities to construct improvements and provide landscape maintenance to SR 260 in the Town and authorize the Town Manager to sign all documents relating to said Intergovernmental Agreement.

PASSED AND ADOPTED this 16th day of November, 1989, by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona.


LARRY VICARIO, Mayor

ATTEST:


LESLEE M. WESSEL, Town Clerk

APPROVED AS TO FORM AND CONTENT:


JACK BARKER, Town Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR89256ITRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15th day of December, 1989.

ROBERT K. CORBIN
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Ralph", is written over a horizontal line.

Assistant Attorney General
Transportation Division

0685G